bailee's contributory negligence can be imputed to the bailor in an action by the latter against a third party for the destruction of the goods. *Texas & P. R. R. Co.* v. *Tankersley,* 63 Tex. 57; *Illinois Central R. Co.* v. *Sims,* 77 Miss. 325, 27 So. 527, 49 L. R. A. 322; *Welty* v. *Indianapolis & V. R. Co.,* 105 Ind. 55, 4 N. E. 410; *Forks Township* v. *King,* 84 Pa. 230. If it is correct to say that there is anything of agency in the contract of gratuitous bailment, the principal case would seem to be incorrectly decided, but it is not so easy to see just what constitutes this necessary element of agency. It seems far-fetched to say that the bailee is the agent of the bailor to hold the goods, and that as such an agent his negligence may be imputed to his principal. If, then, we conclude that there is no relation of principal and agent between bailor and bailee in a case of this kind we are led to the further conclusion that the principal case is correctly reasoned. Authorities are few, and it is not possible definitely to state whether the weight is with or against the principal case. The following cases are in accord: *Sea Ins. Co.* v. *Vicksburg S. & P. R. Co.,* 159 Fed. 676, 17 L. R. A. (N. S.) 925; *New York L. & W. R. Co.* v. *New Jersey Electric R. Co.* 60 N. J. L. 338, 43 L. R. A. 849, 38 Atl. 828; *Currie* v. *Consol. R. Co.,* 81 Conn. 383, 71 Atl. 356.

NEGLIGENCE—LIABILITY FOR SUPPLYING TAINTED MEAT FOR FOOD.—A, one of the defendants, lived with his father and mother, the other defendants, on the father's farm and carried on the farming operations. He employed plaintiff to work for him, and arranged with his father and mother to board plaintiff. The father purchased, and the mother cooked and served some tainted meat of which the plaintiff partook, and which caused him to become ill. *Held,* that each of the defendants was equally liable, notwithstanding the fact that plaintiff had contracted with A alone. *Malone* v. *Jones,* (Kans. 1914), 139 Pac. 387.

The liability is unquestioned where the defendant has contracted to furnish the plaintiff with food, or where he holds himself out to the public as a dealer in foodstuffs. *Peckham* v. *Holman,* 28 Mass. 484; *Bishop* v. *Weber,* 139 Mass. 411, 1 N. E. 154, 52 Am. Rep. 715; *Craft* v. *Parker, Webb & Co.,* 96 Mich. 245. 55 N. W. 812, 21 L. R. A. 139; *Hunter* v. *State,* 38 Tenn. 160, 73 Am. Dec. 164. It is also held that a manufacturer is liable for injuries caused by tainted meat put up by him, even in the absence of scienter. *Watson* v. *Augusta Brewing Co.,* 124 Ga. 121, 52 S. E. 152, 1 L. R. A. (N. S.) 1178, 110 Am. St. Rep. 157; *Salmon* v. *Libby, McNeil & Libby,* 219 Ill. 421, 76 N. E. 573; *Tomlinson* v. *Armour & Co.,* 75 N. J. L. 748, 70 Atl. 314, 19 L. R. A. (N. S.) 923. The opinion in the principal case reviews the *Armour* case, and decides that the principle there announced governs here, and that the person or persons, whether manufacturers or not, who furnish food to another, have the duty of exercising care that the food is in fact fit to be eaten and liable for failure to do so. The liability is based on the wrong, and reaches to any person who it might be reasonably foreseen would be injuriously affected by it.